

THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
CIVIL CASE NO. 1:21-cv-00332-MR

COLONIAL LIFE & ACCIDENT)
INSURANCE COMPANY,)
Plaintiff,)
vs.) O R D E R
PAULA G. BRYANT, PENNY B.)
PENDERGRASS, BRIAN HAMBY,)
RYAN HAMBY, and KENNETH)
HAMBY,)
Defendants.)

)

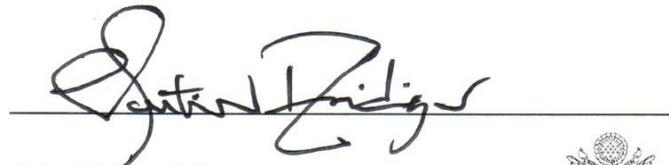
THIS MATTER is before the Court on the Plaintiff's Renewed Motion for Discharge, Injunctive Relief, and Dismissal with Prejudice [Doc. 17].

The Plaintiff and Stakeholder in Interpleader, Colonial Life & Accident Insurance Company, moves for an Order dismissing it from this action with prejudice, with full and complete discharge from any liability to any of the Defendants/potential Claimants in Interpleader related to the subject matter of this lawsuit, and enjoining the Defendants from initiating any action against the Plaintiff for recovery of benefits. [Doc. 13]. The Court previously denied a similar motion by the Plaintiff as premature. [Doc. 14].

The docket continues to reflect that none of the Defendants/potential Claimants in Interpleader has answered or otherwise responded to the Plaintiff's Complaint.¹ The Plaintiff has not moved for the entry of default as to any of these individuals. Accordingly, the Plaintiff's motion for discharge from this action is denied as premature.

Accordingly, **IT IS, THEREFORE, ORDERED** that the Plaintiff's Renewed Motion for Discharge, Injunctive Relief, and Dismissal with Prejudice [Doc. 17] is **DENIED WITHOUT PREJUDICE** as premature.

IT IS SO ORDERED.



Martin Reidinger
Chief United States District Judge



¹ The record reflects that one of the potential claimants, Penny B. Pendergrass, filed a letter on April 11, 2022, addressing various issues regarding the subject matter of this action. [Doc. 15]. The Court, however, does not construe this letter as "serving as her Answer" as suggested by the Plaintiff. [See Doc. 17 at 2].